

CLAIMS: MARINE TRANSPORTATION AND LITIGATION

*Exchange of notes at Washington May 29, 1945, with text of
agreement*

Entered into force May 29, 1945

*Terminated October 29, 1945*¹

59 Stat. 1541; Executive Agreement Series 471

The Acting Secretary of State to the Norwegian Ambassador

DEPARTMENT OF STATE

WASHINGTON

May 29, 1945

EXCELLENCY:

With reference to recent communications and conversations between the Government of the United States of America and the Government of Norway in relation to the making of an agreement between the two Governments relating to certain problems of marine transportation and litigation, I have the honor to inform you that the Government of the United States of America is prepared to give effect to an agreement in the following terms:

ARTICLE 1 (1) Each contracting Government agrees to waive all claims arising out of or in connection with negligent navigation or general average in respect of any cargo or freight owned by such Government and in respect of any vessel (including naval vessel) owned by such Government against the other contracting Government or any cargo freight or vessel (including naval vessel) owned by such other Government or against any servant or agent of such other Government or in any case where such other Government represents that such claim if made would ultimately be borne by such other Government.

(2) Each contracting Government agrees on behalf of itself and of any organization which is owned or controlled by it and operating for its account

¹ Pursuant to notice of termination given by Norway Sept. 29, 1945. However, para. III B(1) of the agreement of Feb. 24, 1948 (TIAS 1716, *post*, p. 568), provides that the agreement of May 29, 1945, be considered as remaining in force through June 30, 1946, as to any claims arising out of maritime incidents which remained unsettled as of Feb. 24, 1948.

or on its behalf to waive all claims for salvage services against the other contracting Government or against any cargo freight or vessel (including naval vessel) owned by such other Government or in any case where such other Government represents that such salvage claim if made would ultimately be borne by such other Government.

(3) Each contracting Government agrees to waive all claims for loss of or damage to cargo owned by such Government and arising out of the carriage thereof or for loss of or damage to any cargo or vessel owned by one contracting Government and caused by the shipment or carriage of cargo owned by the other contracting Government against such other Government or against any servant or agent of such other Government or against any vessel (including naval vessel) owned by such other Government or in any case where such other Government represents that the claim if made would ultimately be borne by such other Government.

(4) Each contracting Government undertakes not to make any claim in respect of any vessel or cargo insured by it to which it may be entitled by virtue of any right of subrogation either—

(a) Directly against the other contracting Government; or

(b) In any case where such other Government represents that such claim if made would ultimately be borne by such other Government.

(5) Each contracting Government agrees to extend the principles of this Agreement to such other Maritime claims as may from time to time be agreed between them.

ARTICLE 2. Where in any case claims arise which are not required to be waived by this Agreement in addition to or in conjunction with claims which are so required to be waived and it is necessary in any proceedings including proceedings for the limitation of liability that claims be marshalled or for the proper assessment of any salvage or general average that values should be estimated, the provisions of this Agreement shall not apply but claims which would otherwise be required to be waived under this Agreement shall be asserted. Any recoveries, however, shall be waived by the Government entitled to such recoveries or at the option of such Government shall be dealt with in such other way as will give effect to the purposes of this Agreement.

ARTICLE 3 (1) For the purpose of this Agreement the expression "vessel owned by a contracting Government" includes a vessel on bareboat charter to a contracting Government or requisitioned by a contracting Government of bareboat terms or time chartered to or otherwise operated by or for, a contracting Government on terms which authorize such Government to make this Agreement effective with respect to such vessel.

(2) In order to carry out the full intention of the provisions of Article 1 of this Agreement each contracting Government will so arrange in connec-

tion with bareboat charters to it that the owners or persons interested through such owners shall not have or assert any claims of the character specified in Article 1.

(3) Each Government represents that in no case in which a claim arises under any insurance that has been or will be effected on any ship or cargo owned by such Government, or by any wholly-owned agency or instrumentality of such Government, shall any rights that can be exercised against the other Government be subrogated to the insurers concerned insofar as the insurer's liability relates to claims which are required to be waived by this Agreement.

ARTICLE 4. Nothing in this Agreement shall be construed as a waiver of the right of either contracting Government in appropriate cases to assert sovereign immunity.

ARTICLE 5 (1) This Agreement shall apply in respect of all claims arising before the effective date of this Agreement but remaining unsettled at such date or which may arise during the currency of this Agreement.

(2) This Agreement shall remain in force until the expiration of one month from the date upon which either of the contracting Governments shall have given notice in writing of their intention to terminate it.

I have the honor to inform you that if an Agreement in accordance with the foregoing terms is acceptable to the Government of Norway, the Agreement shall be considered by the Government of the United States of America to have been concluded and to be in effect as of the date of a corresponding note from you indicating that the Government of Norway is prepared to give effect to the Agreement.

Accept, Excellency, the renewed assurances of my highest consideration.

JOSEPH C. GREW
Acting Secretary of State

His Excellency

WILHELM MUNTHE DE MORGENSTIERNE,
Ambassador of Norway.

The Norwegian Ambassador to the Acting Secretary of State

NORWEGIAN EMBASSY
WASHINGTON 7, D.C.

MAY 29, 1945

SIR:

I have the honor to refer to your note of May 29th, 1945, proposing an agreement which the Government of the United States of America is prepared to make with the Government of Norway relating to certain problems of marine transportation and litigation.

Under instructions from my Government I have the honor to inform you in reply that the Government of Norway undertakes to give effect to the agreement set forth in your note and understands that the agreement will come into force as of the date of this note, namely, May 29, 1945.

Accept, Sir, the assurances of my highest consideration.

W. MORGENSTIERNE

His Excellency

JOSEPH C. GREW,
Acting Secretary of State,
Washington, D.C.